

EXHIBIT A



Case Caption: **Sean Trueman - v. - American Coradius International LLC et al**

Judge Name:

Doc#	Document Type/Information	Status	Date Received	Filed By
1	SUMMONS + COMPLAINT Summons and Complaint	Processed	04/01/2016	Deutsch, L.
2	EXHIBIT(S) Settlement Agreement	Processed	04/01/2016	Deutsch, L.
3	EXHIBIT(S) Proof of Payment	Processed	04/01/2016	Deutsch, L.

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE**

Sean Trueman,

Plaintiff,

— against—

American Coradius International LLC, and
USAA Savings Bank,

Defendant(s).

Index No.

SUMMONS**The basis of the venue designated is
Defendant American Coradius
International LLC's Principal Place
of Business.**

To the above named defendant(s):

YOU ARE HEREBY SUMMONED to appear in the Supreme Court of the State of New York, County of Erie at the office of the Clerk of said Court at 92 Franklin Street, Buffalo, NY 14202 in the County of Erie, State of New York, within the time provided by law as noted below and to file your answer to the annexed complaint with the Clerk; upon your failure to answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: April 1, 2016
New York, New York

Reznik Law Firm, PLLC

By: /s/ LeeOr Deutsch
LeeOr Deutsch, Esq.
30 Wall Street, 8th Floor #741
New York, NY 10005
Tel (212) 537-9276
Fax (877) 366-4747
LeeOr@rezniklawfirm.com
Attorneys for Plaintiff

NOTE: The laws or rules of court provide that:

(a) if this summons is served by its delivery to you personally, you must appear and answer within TWENTY days after such service; or

(b) if this summons is served by delivery to any person other than you personally, or is served by any alternative method permissible under the CPLR, you must appear and answer within THIRTY days after such service.

Defendants' Addresses:

American Coradius International LLC
2420 Sweet Home Rd, Suite 150
Amherst, NY 14228

USAA Savings Bank
3773 Howard Hughes Parkway, #190n
Las Vegas, NV 89109

**SUPREME COURT OF THE STATE OF NEW YORK
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– against–

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VERIFIED COMPLAINT

Plaintiff SEAN TRUEMAN, by and through his attorneys, Reznik Law Firm, PLLC, complaining of the Defendants, hereby alleges as follows:

1. This is an action for damages brought by an individual consumer for Defendants' breach of contract, violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (hereinafter the "FDCPA"), and violations of New York's General Business Law (hereinafter the "NYGBL"). The FDCPA prohibits debt collectors from engaging in abusive, deceptive, and unfair collection practices. The NYGBL protects consumers from deceptive acts or practices in the conduct of any business.

PARTIES

2. Plaintiff, Sean Trueman, is an adult residing in Boise, ID.
3. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3) of the FDCPA.
4. Defendant American Coradius International LLC is a business entity regularly engaged in the business of collecting debts in this State with its principal place of

- business located at 2420 Sweet Home Rd, Suite 150, Amherst, NY 14228. The principal purpose of Defendant is the collection of debts using the mails and telephone, and Defendant regularly attempts to collect debts alleged to be due another.
5. Defendant USAA Savings Bank is a business entity with its principal place of business located at 3773 Howard Hughes Parkway, #190n, Las Vegas, NV 89109.
 6. Defendants are "debt collectors" as defined by 15 U.S.C. § 1692a(6) of the FDCPA.

FACTUAL ALLEGATIONS

7. Defendants attempted to collect a debt allegedly owed by Plaintiff relating to consumer purchases allegedly owed to Defendant USAA Savings Bank ("USAA").
8. The debt at issue arises out of an alleged transaction which was primarily for personal, family or household purposes and falls within the definition of "debt" for purposes of 15 U.S.C. § 1692a(5).
9. On or about October 16, 2015, Plaintiff and American Coradius International LLC ("American Coradius"), on behalf of USAA, entered into a settlement agreement for Plaintiff's USAA account ending 7524. A copy of the settlement agreement is attached herein as Exhibit A.
10. Pursuant to the terms of the settlement, Plaintiff was required to make eleven (11) payments totaling \$4,612.00 to settle and close his USAA account.

11. Thus, Defendants acknowledged in writing that they had agreed to a settlement with Plaintiff, in consideration of payments which Plaintiff would be required to make.
12. Plaintiff via his debt settlement company, National Debt Relief (“NDR”), timely made the first settlement payment.
13. American Coradius accepted and cashed the first payment, but refused to accept any future payments. Proof of this payment is attached herein as Exhibit B.
14. Thereafter, on November 17, 2015, NDR contacted American Coradius to resolve the payment discrepancy; An American Coradius representative named Paul Caron stated that the account was recalled by USAA.
15. A few minutes later NDR contacted USAA. A USAA representative named Valerie said that USAA would not honor the previous settlement agreement.
16. Defendants’ reneging on the settlement agreement with Plaintiff constitutes a breach of contract.
17. American Coradius knew or should have known that its actions violated the FDCPA. Additionally, American Coradius could have taken the steps necessary to bring its actions within compliance with the FDCPA, but neglected to do so and failed to adequately review its actions to ensure compliance with said laws.
18. At all times pertinent hereto, Defendants were acting by and through their agents, servants and/or employees, who were acting within the scope and course of their employment, and under the direct supervision and control of the Defendants herein.

19. At all times pertinent hereto, the conduct of Defendants, as well as that of their agents, servants and/or employees, was malicious, intentional, willful, reckless, negligent and in wanton disregard for federal law and the rights of the Plaintiff herein.

FIRST CAUSE OF ACTION
(Breach of Contract)

20. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.

21. Defendants acknowledged that they had agreed to a settlement with Plaintiff, in consideration of payments which Plaintiff would be required to make.

22. Plaintiff made the first requisite payment, in accordance with the agreement.

23. Defendants accepted and cashed the first timely payment but refused to accept any future payments in accordance with the settlement agreement.

24. Defendants' renegeing on the settlement agreement with Plaintiff constitutes a breach of contract.

25. As a result, Plaintiff has suffered actual and monetary damages.

SECOND CAUSE OF ACTION
(Fair Debt Collection Practices Act)

26. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.

27. The above contacts between Defendants and Plaintiff were "communications" relating to a "debt" as defined by 15 U.S.C. § 1692a(2) and 1692a(5) of the FDCPA.

28. FDCPA § 1692f(1) prohibits the use of unfair or unconscionable practices to collect a debt, including collection of any amount not authorized by the contract or law. FDCPA 15 U.S.C. § 1692e(2)(a) prohibits the false representation of the character, amount or legal status of any debt. FDCPA 15 U.S.C. § 1692e(10) prohibits any false, misleading, or deceptive representation or means in connection with the collection of a debt. American Coradius violated these provisions of the FDCPA by falsely and deceptively inducing Plaintiff to enter into a settlement agreement which it did not intend to adhere to and/or intended to breach.
29. As a result of the above violations of the FDCPA, American Coradius is liable to Plaintiff for actual damages, statutory damages which can be up to \$1,000, attorney's fees and costs.

THIRD CAUSE OF ACTION

(New York General Business Law: Deceptive Business Acts / Practices)

30. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.
31. NYGBL § 349 makes it unlawful for any person, firm, corporation, or association or agent or employee thereof to engage in deceptive acts or practices in the conduct of any business, trade, or commerce.
32. As a financial institution doing business in New York, Defendant USAA is subject to the NYGBL.
33. As a debt collector located and doing business in New York, Defendant American Coradius is subject to the NYGBL.

34. Defendants violated the NYGBL by refusing to honor Plaintiff's original settlement agreement, and instead, attempting to deceptively recover additional monies from Plaintiff.

35. As a result, Plaintiff has suffered actual damages, attorney fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands that judgment in the sum of \$12,000 be entered against Defendants as follows:

- 1) That judgment be entered against Defendants for actual and monetary damages accrued by Plaintiff as a result of Defendants' breach of contract;
- 2) That judgment be entered against Defendant American Coradius for actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- 3) That judgment be entered against Defendant American Coradius for statutory damages pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- 4) That the Court award costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3);
- 5) That judgment be entered against Defendants for actual damages pursuant to NYGBL § 349(h);
- 6) That the Court award costs and reasonable attorney's fees pursuant to NYGBL § 349(h); and
- 7) That the Court grant such other and further relief as may be just and proper.

Dated: April 1, 2016
New York, New York

Reznik Law Firm, PLLC
By: /s/ LeeOr Deutsch
LeeOr Deutsch, Esq.
30 Wall Street, 8th Floor #741
New York, NY 10005
Tel (212) 537-9276
Fax (877) 366-4747
LeeOr@rezniklawfirm.com
Attorneys for Plaintiff

VERIFICATION BY ATTORNEY

[illegible]

I, LEEOR DEUTSCH, an attorney duly admitted to practice law in the State of New York, hereby affirm under penalty of perjury:

I am an attorney associated with Reznik Law Firm, PLLC attorneys for SEAN TRUEMAN, the plaintiff in the foregoing matter, with an office located at 30 Wall Street, 8th Floor #741, New York, NY 10005. I have read the foregoing Complaint and know the contents thereof, and that the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters I believe them to be true.

The reason why this verification is made by deponent instead of Plaintiff is because Plaintiff is not within the County of New York which is the county where the deponent has her office.

Dated: April 1, 2016
New York, New York

/s/ LeeOr Deutsch
LEEOR DEUTSCH

American Coradius International LLC

2420 Sweet Home Rd Suite 150

Amherst NY 14228

1-888-400-7793

16 OCT 2015

SEAN TRUEMAN 7906451
C/O NATIONAL DEBT RELIEF
4921 N. CRESTHAVEN DR
BOISE ID 83704

Creditor:USAA SAVINGS BANK
Original Creditor: USAA SAVINGS BANK
Account Balance: \$ 8539.93 Account Number: 5523130301597524

Dear: SEAN TRUEMAN

We are writing you regarding your USAA SAVINGS BANK account.

As of the date of this letter you owe \$8539.93.

This letter will serve as confirmation that American Coradius International LLC, is willing to accept \$4612.00 to settle the above referenced account.

This offer requires that American Coradius International LLC receives your funds in the amount of \$4612.00 under the following terms:

1ST Payment of \$768.00, due 10/16/15
2nd Payment of \$384.00, due 10/30/15
3RD Payment of \$384.00, due 11/30/15
4th payment of \$384.00, due 12/30/15
5th Payment of \$384.00, due 1/30/16
6th Payment of \$384.00, due 2/28/16
7th Payment of \$384.00, due 3/30/16
8th Payment of \$384.00, due 4/30/16
9th Payment of \$384.00, due 5/30/16
10th Payment of \$384.00, due 6/30/16
11th Payment of \$388.00, due 7/30/16

If you wish to discuss this offer further, please contact our office at 1-888-400-7793 at your earliest convenience.

Upon clearance of your payment, we will notify our client so they can update their records accordingly.

NOTICE: PLEASE SEE SECOND PAGE FOR IMPORTANT INFORMATION.

Make your check or money order payable to:
American Coradius International LLC
2420 Sweet Home Rd, Suite 150
Amherst NY 14228

Should you fail to meet the above arrangement as offered these payment terms will be cancelled and American Coradius International LLC will initiate collection on the entire outstanding balance.

We are not obligated to renew this offer.

Sincerely,

American Coradius International LLC
A Professional Debt Recovery Agency

This communication is from a debt collector. This is an attempt to collect a debt any information will be used for that purpose.
Calls to or from this company may be monitored or recorded for quality assurance purposes.

For your convenience you can now resolve this matter online. Logon to www.acibillpay.com to see the repayment options available to you. You will need your 7 digit ACI reference number 7906451 available when you log in. You can now make payment arrangements on your account using checking, or debit card accounts.

Office Address: 2420 Sweet Home Rd Ste 150, Amherst NY 14228-2244
Hours of Operation: Mon-Thurs: 8AM-8PM, Fri: 8AM-5PM, Sat: 8AM-12PM EST

Check Image Inquiry Results

Account #	Check #	Amount	Paid Date	Sequence #
1881553075	9846	\$768.00	10/19/2015	975353675

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

SEAN TRUEMAN11100/0753CHK#9846

4921 N. CRESTHAVEN DROCTOBER 16 2015

BOISE, ID 83704

Pay to the order of American Coradius International, LLC\$768.00

SEVEN HUNDRED SIXTY-EIGHT AND NO HUNDREDTHSDollars

COMERICA BANK - TEXASDETROIT, MI 48275-7570

For 7906451 - RHE - USAACC3 - USAA

Signature PREAUTHORIZED

This check authorized by your depositor, call: 716-418-7200Authorized Signature of Payee

000007531188155307509846

000007531188155307509846

334329681084581For Deposit Only